

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

LEROY WILLIAMS,

Plaintiff,

v.

**STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION, JOE MCINNES, *etc.*,**

Defendants.

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CASE NO. 2:06-cv-658-ID-TFM

JOINT STIPULATION OF DISMISSAL

Plaintiff Leroy Williams and Defendants State of Alabama Department of Transportation and Joe McInnes (hereinafter “the parties”) jointly move this Court for an order approving the terms and conditions of the Settlement Agreement and Release attached hereto and conditionally dismissing this case pending complete implementation of said terms and conditions. The parties request that this Court retain jurisdiction of this matter insofar as is necessary to insure implementation of the Settlement and Release. Upon implementation of the term and conditions of the Settlement Agreement and Release the parties shall notify the Court and request that an order dismissing this case with prejudice be issued. The parties further state that the settlement agreement, when implemented, constitutes a complete resolution of all issues in this case.

RESPECTFULLY SUBMITTED
TROY KING
ATTORNEY GENERAL

s/ Andrew W. Redd
Jim R. Ippolito, Jr. (IPP001)
Assistant Attorney General
Chief Counsel

Andrew W. Redd (RED001)
R. Mitchell Alton, III (ALT003)
Assistant Attorneys General
Assistant Counsel
ATTORNEYS FOR DEFENDANTS

ADDRESS OF COUNSEL:

State of Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: (334) 242-6350
Facsimile: (334) 264-4359
reda@dot.state.al.us

s/ Russell W. Adams
Russell W. Adams (ADA041)
Attorney at Law
ATTORNEY FOR PLAINTIFF

ADDRESS OF COUNSEL:

WIGGINS, CHILDS, QUINN & PANTAZIS, P.C.
301 Nineteenth Street, North
Birmingham, Alabama 35203
(205) 314-0500 (office)
(205) 254-1500 (facsimile)
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IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

LEROY WILLIAMS,

Plaintiff,

V.

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION, JOE MCINNES, *etc.*,

CASE NO. 2:06-cv-658-ID-TFM

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT is entered into by and between the ALABAMA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "ALDOT") and MR. LEROY WILLIAMS (hereinafter referred to as "WILLIAMS"), and it is made in consideration of the following mutual promises, covenants, and agreements:

ALDOT agrees that WILLIAMS will be promoted to the position of Transportation Technologist (Class Code 20481), at the starting salary of \$1,384.30 semi-monthly, as a designer in the Roadway Design Section. The starting salary of \$1,384.30 will be adjusted, as applicable, by the Cost of Living Adjustment (COLA) due State employees in October 2007. This promotion will be effective upon issuance of an order of dismissal by the Court and necessary processing through ALDOT's Personnel Bureau and the State Personnel Department. WILLIAMS agrees to serve a six-month probationary period and further agrees that he will not receive a step increase upon successful completion of the probationary period. This agreement does not otherwise affect WILLIAMS' right to future raises. ALDOT will make its best effort to effect the promotion within 30 days of the Court's order approving this Release and Settlement Agreement.

ALDOT agrees that it will pay WILLIAMS the sum of \$45,000.00, (\$500.00 back pay, \$3,500.00 compensatory damages, and \$41,000.00 as attorney fees, costs, and all other litigation expenses) as full settlement and compromise of all claims, including damages WILLIAMS may have had in the past, has now, or may accrue in the future, relating to the facts or claims stated in the complaint in this case, whether or not such claims are known by WILLIAMS on the date of this RELEASE AND SETTLEMENT AGREEMENT. The payment of \$45,000.00 satisfies all claims arising out of this lawsuit, including attorneys' fees and costs and expenses of litigation. ALDOT will pay no further compensation, benefits, or other consideration not specifically stated herein. Said amount shall be payable in one check. The settlement proceeds shall be made payable to the law firm of Wiggins, Childs, Quinn & Pantazis, L.L.C., Attorneys at Law, 301 19th Street, North, Birmingham, Alabama 35203, Federal Tax I.D. No. 74-3118584. This check shall be delivered within 30 days of the Court's order approving this Release and Settlement Agreement.

WILLIAMS will execute a joint stipulation of dismissal with prejudice of the lawsuit pending in the United States District Court for the Middle District of Alabama, Northern Division, styled *LEROY WILLIAMS v. STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION, JOE MCINNES, ETC.*, Civil Action No. 2:06-cv-658-ID-TFM, and agrees to file no other claim or charge relating to the facts or claims stated therein.

WILLIAMS hereby releases and forever discharges ALDOT and the State of Alabama, together with all of their agencies, departments, officials, directors, employees, agents, and assigns, in both their official and individual capacities, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of any injuries or damages, known or unknown, relating to the facts or claims which are the subject of said lawsuit. It is expressly understood that WILLIAMS does not release any claims of *REYNOLDS v. ALDOT*, Civil Action No. 85-T-665-N.

WILLIAMS agrees to keep the monetary terms and conditions of this RELEASE AND SETTLEMENT AGREEMENT strictly confidential. WILLIAMS agrees, on behalf of himself, his agents and representatives, future agents and representatives, and former agents and representatives, not to disclose, announce, circulate, publish, or give authority to disclose, announce, circulate, or publish the terms of this RELEASE AND SETTLEMENT AGREEMENT, except as specifically authorized below. WILLIAMS may disclose the monetary terms and conditions of the agreement only to his attorneys, accountants, and/or tax advisers for the purposes of preparing tax returns or compliance with other laws, or to other such persons necessary for the implementation of this agreement, provided such persons provided information about this agreement are made aware of this confidentiality provision and, prior to the time such disclosures are made, such persons agree not to disclose the existence or terms of this agreement. Further, nothing contained herein shall be interpreted to limit WILLIAMS' obligation to testify truthfully pursuant to any subpoena or other court order or to testify truthfully in connection with any ALDOT investigation or hearing. Any violation by WILLIAMS of the monetary terms of this confidentiality provision shall result in the forfeiture of the back pay and compensatory damages described above. Nothing in this clause shall be construed to prohibit ALDOT from complying with any proper request or order to disclose public information in compliance with any law or policy of the State of Alabama.

The undersigned hereby declares that the terms of this SETTLEMENT AGREEMENT AND RELEASE have been completely read and are fully understood and voluntarily accepted pursuant to the advice of counsel for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages mentioned above, and for the express purpose of forever precluding any further or additional claims arising out of the same.

By entering into this agreement, ALDOT does not admit or accept responsibility or liability, but expressly denies any and all liability. ALDOT has entered this agreement for the purpose of settling and compromising an otherwise doubtful claim, and nothing herein shall be construed otherwise.

In entering this agreement, WILLIAMS represents and warrants that he has relied exclusively on the representation of his counsel and not on any representations, real or perceived,

by ALDOT or the State of Alabama, or by any of their agents, employees, or representatives, or by any person purporting to act on behalf of ALDOT.

The terms of this agreement shall be construed pursuant to the laws of the State of Alabama. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective and only to the extent of such prohibition or invalidity, without any manner invalidating the remainder of such provision or the remaining provisions of this agreement.

This SETTLEMENT AGREEMENT AND RELEASE sets forth the entire agreement between the parties hereto, and fully supercedes any and all prior agreements or understandings. Any prior oral or parole agreement is hereby merged into the terms of this SETTLEMENT AGREEMENT AND RELEASE and shall be unenforceable separate and apart from the terms of this written agreement.

WILLIAMS acknowledges that he has read and fully understands the terms, provisions, and contents, and the effect of this Settlement Agreement and Release. WILLIAMS accepts each and all of the terms, provisions, and conditions of this RELEASE and SETTLEMENT AGREEMENT, and does so voluntarily and with full knowledge and understanding of the content, nature, and effect of each and all of the terms and provisions of this RELEASE.

WILLIAMS hereby declares that the terms of this RELEASE AND SETTLEMENT AGREEMENT have been completely read and are fully understood and voluntarily accepted, for the express purpose of precluding forever any further or additional claims arising out of the aforesaid dismissal.

Done this the 26th day of September, 2007.

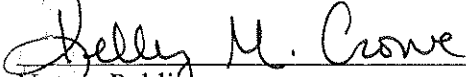

MR. LEROY WILLIAMS

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

Before me, the undersigned Notary Public, personally appeared MR. LEROY WILLIAMS, whose name is signed to the foregoing Release and Settlement Agreement and who is known to me, and who first by me being duly sworn, deposes and says that he has read the aforesaid Release and Settlement Agreement, that the terms provisions and conditions of the Release and Settlement Agreement have been explained to him by his attorney, that he fully understands the terms, provisions and conditions of the Release and Settlement Agreement, that he voluntarily agrees and accepts the terms, provisions and conditions of the Release and

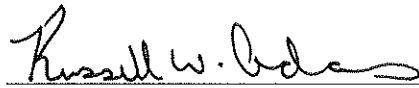
Settlement Agreement, and that he has signed this Release and Settlement Agreement voluntarily on this date.

Sworn to and subscribed before me this 26th day of September, 2007.



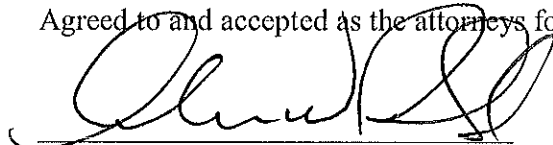
Notary Public
My Commission Expires: 8-13-08

Agreed to and accepted as the attorney for MR. LEROY WILLIAMS:



Mr. Russell W. Adams, Esq.
WIGGINS, CHILDS, QUINN & PANTAZIS, L.L.C.

Agreed to and accepted as the attorneys for ALDOT:



Jim R. Ippolito, Jr.
Chief Counsel
Andrew W. Redd
R. Mitchell Alton, III
Assistant Counsel